

City of Horn Lake

State of Mississippi
County of Desoto
City of Horn Lake

Sewer Easement

KNOW ALL MEN BY THESE PRESENTS THAT **Jamie Loggains and wife, Cori Loggains** acting individually, and for, and on the behalf of, his/her/their heirs, executors, administrators, devisees, trustees, successors, assigns and any other person claiming the ownership to the property hereinafter described, collectively "Grantor", for and in consideration of the sum of One Dollar (\$1.00), in hand paid and/or the City of Horn Lake's installation of wastewater improvements on and/or for the benefit of my property, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, assign, and convey unto the City of Horn Lake, Mississippi, and its successors and assigns, collectively "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove gravity and/or pressure sanitary sewer line(s), manholes, and other appurtenances for the operation of the City Sewage System, as follows:

1. A temporary twenty foot (20') wide construction easement across my property and reasonable access thereto said property being a portion of Lot 146, Section B, Fairfield Meadows Subdivision PUD, in Section 32, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi, with a street address of 4374 Bradford Drive, said easement to be located on my property, as described on Exhibit "A". This temporary construction easement shall expire and become null and void upon completion of construction, defined as the time of final payment being made by Grantee to the contractor performing the construction work; and
2. A permanent easement twenty feet (20') wide, as described on Exhibit "A" on my property, said property being a portion of Lot 146, Section B, Fairfield Meadows Subdivision PUD, in Section 32, Township 1 South, Range 8 West, Horn Lake, DeSoto County, Mississippi, with a street address of 4374 Bradford Drive, along with reasonable access to said permanent easement.

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Grantor expressly agrees to remove all sheds, shrubs, and other obstructions within the aforesaid easements and agrees to refrain from placing such obstructions within the aforesaid easements; all at no cost to Grantee. Grantor may establish or re-establish grass and/or other suitable vegetation within the easement; all at no cost to Grantee. Furthermore, and as additional consideration, Grantor shall be entitled to receive a waiver of one sewer tap fee for the property over which this easement is granted at such time when City sewer service is available to said property. Grantee or Grantee's representative (Contractor) shall repair and replace any irrigation system disturbed by construction of this project. Furthermore, and for the same consideration, Grantor agrees to cooperate with Grantee in providing any necessary access to said easements. Furthermore, and for the same consideration, Grantor agrees to hold Grantee harmless from all claims, suits, liabilities, costs and expenses, including reasonable attorneys fees, for any injury, damage or loss to persons, or any injury, damage or loss of property arising out of the subject construction, installation, and maintenance occurring on Grantor's property. Grantor acknowledges and agrees that Grantee may vacate or abandon these easements at any time, with or without cause, and Grantee expressly reserves such right.

Grantor acknowledges that he/she/they has been advised and understands that he/she/they is entitled to receive just compensation, based upon an appraisal of this property, for this conveyance and for damages, if any, but Grantor desires only the consideration set forth herein and specifically waives any and all claims for further compensation and/or damages and the right to an appraisal.

IN WITNESS WHEREOF, the Grantor has executed this Sewer Easement on this 13th day of FEBRUARY, 2006.

GRANTOR:

Jamie Loggains
Jamie Loggains
Cori Loggains
Cori Loggains

WITNESSED BY:

Ann Lantrip

ADDRESS OF GRANTOR:

4374 Bradford Drive
Horn Lake, Ms 38637

ADDRESS OF GRANTEE:

Horn Lake City Hall
3101 Goodman Road
Horn Lake, MS 38637

(W) (662) 280-7420

PHONES: (H): N/A 393.1168

(W): 662-393-4450

APPROVED AND ACCEPTED by the
City of Horn Lake

By: *Nat Baker*
NAT BAKER, MAYOR

ATTEST:

Diane T Stewart
DIANE T. STEWART, CITY CLERK

STATE OF MISSISSIPPI
COUNTY OF DESOTO

Personally came and appeared before me, the undersigned authority in and for the aforesaid jurisdiction, the within named Jamie Loggains and Cori Loggains, who, first being duly sworn by me, stated on oath that they signed and delivered the above and foregoing instrument on the day and year therein written and for intents and purposes therein recited.

SWORN TO AND SUBSCRIBED BEFORE ME on this the 2nd day of May, 2006.

Emily Turney
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI
COUNTY OF DESOTO
*EMILY TURNER, DESOTO COUNTY, MS
NOTARY
My Commission Expires
November 29, 2008*

Personally appeared before me, the undersigned authority in and for the said country and state on this 7 day of June, 2006, within my jurisdiction, the within named Nat Baker and Diane T. Stewart, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Horn Lake, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Frances E. Williams
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES APRIL 14, 2010
BONDED THRU STEGALL NOTARY SERVICE

20-Foot Sewer Easement
(1-08-9-32-11-0-00146-00)

A part of the Northeast Quarter of Section 32, Township 1 South, Range 8 West, DeSoto County, Mississippi, more particularly describes as follows:

A 15.0 foot wide strip having a centerline beginning at a point on the west boundary of Lot 146, Fairfield Meadows Subdivision, Section "B", recorded in the Office of Chancery Clerk; said point being 27.5 feet south of the south right-of-way of Goodman Road (Mississippi Highway 302); thence easterly parallel with and 27.5 feet south of said right-of-way to the west right-of-way of Rosebury Lane, containing 0.03 acres, more or less, as per Plat Book 71, Page 7 in the Office of the Chancery Clerk of DeSoto County.

Also included with the above described easement is a 15 foot wide temporary construction easement located parallel with and adjacent to the south boundary of said sewer easement.

EXHIBIT A